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PEGGY B. DEANS, CLERK
U.S. BANKRUPCY COURT
EASTERN DISTRICT OF N.C.

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA RALEIGH DIVISION

IN RE: : CASE NO: 98-02675-5-ATS

INTERNATIONAL HERITAGE, INC.

Debtor : CHAPTER 7

## NOTICE OF RESPONSE TO TRUSTEE'S OBJECTION TO CLAIM

## DECLARATION OF JEAN P. WEDIN

I, Jean P. Wedin, do hereby swear and affirm as follows:

I am a creditor in the above-captioned case, and I was provided notice of the Trustee's objection to my claim in a document dated October 26, 2007. The reason for the objection is described as follows: "The legal basis for your claim is unclear and/or there is no documentation attached to your claim or the attached documentation does not substantiate the amount claimed. Trustee requests denial of claim." I do not request a hearing, as the expense and timing of such a trip would add further injury and financial expenditure to that already incurred as a result of the Debtor's conduct. I respectfully request that the Trustee review my declaration in support of my claim and the exhibits attached hereto. I believe that the declaration under penalty of perjury and supporting documents provide a clear basis for my claim of \$25,000.00, which does not begin to address the inconvenience, emotional distress and other significant non-economic damages I have suffered due to the Debtor's fraud.

I make this declaration and provide the attached documentation in support of my claim in this matter, Claim No: 006241 in the amount of \$25,000.00.

In October of 1998, I agreed to provide the debtor in this matter, International Heritage, Inc., with a loan secured by a Promissory Note in the amount of \$25,000.00 each. In addition, two acquaintances of mine, Pamela Johnson (Claim No. 001757), and

Lois Coonc (Claim No. 001758) each provided a \$35,000.00 loan to IHI around the same time, also secured by promissory notes and UCC-1 filings. The funds were transferred to IHI in October 1998, in my case by cashier's check. The notes were signed by Stan Van Etten, President of International Heritage, Inc. and a UCC-1 filing including a Schedule of Collateral was made in Wake County, NC, and supposedly with the North Carolina Secretary of State, per the cover letter signed by Georgina Mallick, Vice President of Legal Affairs, who also purportedly witnessed the signatures of Mr. Van Etten (which are clearly stamped) and also signed the Promissory Notes.

Due to the passage of a considerable amount of time, complete records are not available. I offer documents from each of us as evidence, as at one point, we all received substantially the same documentation. I hereby swear and affirm that each of these documents is a true and correct copy of the documents we received from the Debtor, IHI. At one time, I had a UCC-1 Financing Statement and Schedule of Collateral, in addition to the attached Promissory Note signed by the Debtor in the amount of \$25,000.00, and the letter from Ms. Mallick. I have never received any payment from the Debtor. The following documents are attached in support of my claim.

- A copy of the UCC-1 Financing Statement and Schedule of Collateral (stamped 98 008341) for Pamela Johnson is attached hereto. This is identical to the UCC-1 I received except that mine was made out to Lois Coonc.
- 2) A copy of a Promissory Note to Lois Coonc in the amount of \$35,000.00 signed by Stan Van Etten, President of IHI.
- A copy of a Promissory Note to Jean Wedin in the amount of \$25,000.00 signed by Stan Van Etten, President of IHI.
- A letter to Jean Wedin from Georgina Mallick dated October 20, 1998 referencing the Promissory Note and alleged filings.

I swear under penalty of perjury of the laws of the State of Washington, the laws of the State of North Carolina, and the laws of the United States of America that this declaration is true and correct to the best of my knowledge.

Jean P. Wedin Box 753 La Conner, WA 98257

November 9, 2007

Holmes P. Harden Box 536 Benson, NC 27504

RE: International Heritage, Inc. Promissory Note Claim No. 006241

To Whom it May Concern:

Around Sept. 25th, 1998 I received a telephone call from Gary Bisbey, inviting me to his home in Sedro Woolley, WA, and that he had good news regarding I.H.I.

On arriving at his home I was told that previous problems had been resolved in I.H.I. and he was about to make a \$100,000.00 secured loan to the company.

Mr. Bisbey outlined the terms of the secured funds and suggested I should loan as much as possible.

On Oct. 5, 1998 I sent a cashier's check in the amount of \$25,000.00 to International Heritage.

A copy of a letter and promissory note for \$25,000.00 dated Oct. 20, 1998 from the Office of Georgina Mollick, Vice President, Legal Affairs is attached.

Sincerely,

Jean P. Wedin

Lean P. Weden

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	Filing Officer for No. of Additional Of	
(1) Debtor(s) (Last Name First) and Address(es): (Fiease Type)	(2) Secured Party (ies) (Name(s) And Address(es):	
International Meritage, Inc. 2625 Glenwood Ave., # 200	Panela Johnson 18438 Best Road Hount Vernon, WA 98273	Salar
(3) (a) □ Collateral is or includes fixtures. (b) □ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered C.S. 25-9-103(5) are covered On Real Property Described In Section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property.	tems] of property.	ionorporated by
reference, *O	* On Farm Collateral Filing, Name County Debtor Resides in Are Also Covered. (Cannot be Filed unless County is named.)	Resides in
		Secured Party(ies) [or Assignees]
(By)  Standard Form Approved A. C. Sec. of State Revised 11-90  (5) DEBTOR COPY. REMOVE THIS COPY AND FORWARD BALANCE OF FORM INTACT FOR FILING.		(By)  Signature of Secured Party Permitted in Lieu of Debtor's Signature:  (1) Collateral is subject to Security Interest In Another Jurisdiction and   In Collateral Is Brought Into This State  □ Collateral Is Brought Into This State  □ Debtor's Location Changed To This State  (2) For Other Situations See: G.S. 25-9-402 (2)

Exhibit 1 of 4

## SCHEDULE OF COLLATERAL

- 1. All of the Debtor's open accounts receivable, book debts, notes, drafts of acceptances, contracts, chooses in action and any right to payment not evidenced by an instrument or chattel paper arising in the ordinary course of business from the sale of goods and rendition of services or both (collectively, the "Accounts");
- 2. all of the Debtor's present and future instruments, documents, chattel paper and general intangibles;
- 3. all reserves, balances, deposits, credits and property at any time owning or belonging to the Debtor in possession of or in transit to the Lender;
- 4. all moneys, securities and other property, now held or hereafter received by, or in transit to, the Secured Party from or for the Debtor, whether for safekeeping, pledge, collection or otherwise, except moneys, securities and other property held in escrow by a third party on behalf of the Debtor, said moneys, securities and other property shall not be considered collateral unless and until the escrow agent has deposited such moneys, securities and other property with the Debtor;
- 5. all books, records and other property relating to the collateral;
- 6. all inventory of the Debtor held for sale or lease or to be furnished under contracts of service, whether raw materials, work-in-process, materials used or consumed in its business or finished goods (collectively, the "Inventory");
- 7. all of the Debtor's equipment and software, together with all additions, parts, accessories, special tools and attachments now and hereafter affixed thereto and/or used in connection therewith, and all replacements thereof and substitutions therefor (collectively, the "Equipment");
- 8. all intellectual property owned by the Debtor, whether registered or otherwise, not limited to trademarks, trade names, service marks, copyrights and patents (collectively, "Intellectual Property");
- 9. all cash and non-cash proceeds and products of the collateral; and
- 10. all after-acquired collateral.

gm/collateral.schedule

of State and Wake County Register of Deedsch is subordinate upon the property therein described.

President, attested by its

Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year <u>fi</u>rst above wr<u>i</u>tten.

this instrument to be executed in its corporate name by its

IN TESTIMONY WHEREOF, each corporate maker has caused

IN TESTIMONY WHEREOF, each individual maker has hereunto

set his hand and adopted as his seal the word "SEAL" appearing

beside his name, the day and year first above written.

America Cat Se 98-02675-5-DMW Doc 8329 Filed 11/26	6/07 Entered 11/26/07 15:52:08 Page 7 of
the office of Lois Coonc or International Heri	tage, Inc., 2626 Glenwood Ave.,
Suite 200, Raleigh, North Carolina 2760 or at such place as the legal holder hereof may designate in writing. It is understo as provided in the instruments, if any, securing this Note and such advances wis specified rate of interest from the date of advance until paid. The principal and	od and agreed that additional amounts may be advanced by the holder hereof ill be added to the principal of this Note and will accrue interest at the above
On or before 08 April 1999. There sha	ll be no prepayment penalty.
	lon 08 April 1999
If not sooner paid, the entire remaining indebtedness shall be due and payab If payable in installments, each such installment shall, unless otherwise pr	ovided, be applied first to payment of interest then accrued and due on the
unpaid principal balance, with the remainder applied to the unpaid principal.  Unless otherwise provided, this Note may be prepaid in full or in part at any	
In the event of (a) default in payment of any installment of principal or interest days from the due date, or (b) default under the terms of any instrument securing notice to maker, then in either such event the holder may without further notice, thereon and, the prepayment premium, if any, at once due and payable. Failure's same at any other time. The unpaid principal of this Note and any part thereof, a	t hereof as the same becomes due and such default is not cured within ten (10) g this Note, and such default is not cured within fifteen (15) days after written declare the remainder of the principal sum, together with all interest accrued to exercise this option shall not constitute a waiver of the right to exercise the occrued interest and all other sums due under this Note and the Deed of Trust,
if any shall bear interest at the rate of eight	per cent ( <u>8</u> %) per annum after default until paid.
All parties to this Note, including maker and any sureties, endorsers, or gua acceleration of maturity and agree to continue to remain bound for the paymen Trust notwithstanding any change or changes by way of release, surrender, excany extension or extensions of time for the payment of principal and interest; an and agree that the same may be made without notice or consent of any of ther Upon default the holder of this Note may employ an attorney to enforce the rendorsers of this Note hereby agree to pay to the holder reasonable attorney; balance owing on said Note, plus all other reasonable expenses incurred by the lights and remedies of the holder as provided in this Note and any instrument se or together against the property described in the Deed of Trust or any other fundiscretion of the holder. The failure to exercise any such right or remedy shall not the such as the such as the property described in the described or remedy shall not the payment of the holder.	dall such parties waive all and every kind of notice of such change or changes in.  nolder's rights and remedies and the maker, principal, surety, guarantor and sees not exceeding a sum equal to fifteen percent (15%) of the outstanding holder in exercising any of the holder's rights and remedies upon default. The ccuring this Note shall be cumulative and may be pursued singly, successively, and appropriate or security held by the holder for payment or security, in the sole
of them at another time.  This Note is to be governed and construed in accordance with the laws of the	he State of North Carolina.
This Note is given	, and is secured by a
<del></del>	filed with the North Carlina Secretary
of State and Wake County Register of D IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its  President, attested by its	IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.
Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.	(SEAL)
International Heritage, Inc. (Corpore Name)	(SEAL)
By:	(SEAL)
ATTESTI LIQUE MUNICIPALITY	
Secretary (Corporate Seal)	(SEAL)
(Corporate Name)	(SEAL)
By: President	(SEAL)
ATTEST:	(SEAL)
Secretary (Corporate Seal)	

ATISFACTIONSE 98-02675-5-10MW Doc 8329 Filed 11/26/07 Entered 11/26/07 15:52:08 Page 8 of 10	
ggned: PROMISSORY NOTE Raleigh	, N. C.
07 October 19 9	
FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to Jean Wedin, an individual,	•
P. O. Box 1600, LaConner, Washington 98257  753	
the principal sum of Twenty-Five Thousand	
DOLLARS (\$ 25,000 ), with interest from 07 October 1998 at the rate of LER	tota s of
per cent ( 10 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in fawful money of the office of	
the office of <u>Jean Wedin or International Heritage, Inc., 2626 Glenwood Ave., St</u>	ute
200, Raleigh, North Carolina 27608 or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holde as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:	r hereof
ON or before 8 April 1999. There shall be no prepayment penalty.	
If not sooner paid, the entire remaining indebtedness shall be due and payable on 08 April 1999	e on the
If payable in installments, each such installment shall, unless otherwise provided, be approved in the stallment shall, unless otherwise provided, be approved in the stallment shall, unless otherwise provided, be approved in the stallment shall, unless otherwise provided, be approved in the stallment shall, unless otherwise provided, be approved in the stallment shall be approved in the stallment s	onlied to
Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty of premium. Further property of premium and propert	/1/i
In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within fifteen (15) days after days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, and such declare the remainder of the principal sum, together with all interest notice to maker, then in either such event the holder may without further notice, and such event the holder may be a such as a such event and the sum of the principal sum, together with all interest notice to maker.	t accrued ercise the of Trust
per cent ( O %) per annum after default di	iiiii paia
All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby ware to this Note, including maker and any sureties, endorsers, or guarantors hereby ware to the sums due under this Note and the acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the acceleration of maturity and agree to continue to remain bound for the payment of release, surrender, exchange, modification or substitution of any security for this Note or the payment of principal and interest; and all such parties waive all and every kind of notice of such change or any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or any extensions of time for the payment of pay of them.	oy way o change:
and agree that the same may be made without notice of consent of any of them.  The Adoubt the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guara	. 11.

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ON or before 8 April 1999. There shall	be no prepayment penalty.
If not sooner paid, the entire remaining indebtedness shall be due and payab	de on 08 April 1999
If payable in installments, each such installment shall, unless otherwise pr	ovided, be applied first to payment of interest was a
Unless otherwise provided, this Note may be prepaid in full or in part at any	$\gamma$ time without penalty or premium. Partial prepayments shall be applied to
nstallments due in reverse order of their maturity.	there is so the same becomes due and such default is not cured within ten (10)
lays from the due date, or (b) default under the terms of any instrument securing	deal we the remainder of the principal sum together with all interest accrued
notice to maker, then in either such event the holder may without further notice, thereon and, the prepayment premium, if any, at once due and payable. Failure same at any other time. The unpaid principal of this Note and any part thereof, a	to exercise this option shall not constitute a waiver of the right to exercise the
eight	per cent ( <u>8</u> %) per annum after default until paid.
if ally, shall bear interest at the race of	representation barehy waive protest, presentment, notice of dishonor, and notice of
acceleration of maturity and agree to continue to remain bound for the paymen	shapes modification or substitution of any security for this Note or by way of
any extension or extensions of time for the payment of principal and interest, and	n.
Upon default the holder of this Note may employ an attorney to enforce the lendorsers of this Note hereby agree to pay to the holder reasonable attorney	nolder's rights and remedies and the maker, principal, surety, guarantol and sies not exceeding a sum equal to fifteen percent (15%) of the outstanding bolder in everying any of the holder's rights and remedies upon default. The
rights and remedies of the holder as provided in this Note and any instrument se or together against the property described in the Deed of Trust or any other fun discretion of the holder. The failure to exercise any such right or remedy shall r	do property or security held by the holder for payment or security, in the sole
of them at another time.  This Note is to be governed and construed in accordance with the laws of the	ne State of North Carolina.
This Note is given	, and is see died by a
general collateral financing statement	filed with the North Carolina Secretary
of State and Wake County Register of De	eedshich is a subordinathen upon the property therein described.
IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its	IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing
President, attested by its	beside his name, the day and year first above written.
Secretary, and its corporate seal to be	
hereto affixed, all by order of its Board of Directors first duly given. the day and year first above written.	(SEAL)
International Heritage, Inc. (Conorate Name)	(SEAL)
By:	
ATTEST: Presiden	(SEAL)
The forther forms	(SEAL)
Secretary (Corporate Seal)	
(Corporate Name)	(SEAL)

\_\_ President

\_\_\_\_\_ Secretary (Corporate Seal)

By: \_\_\_

ATTEST:

\_\_\_ (SEAL)



Georgina Marie Mollick Vice President Legal Affairs

October 20, 1998

VIA TWO-DAY MAIL

Ms. Jean Wedin
P. O. Box 1600 753
LaConner, Washington 98257

Re: International Heritage, Inc. Promissory Note Dated October 7, 1998 for \$25,000

F.B. L.
INVESTIGATION
(NOTECHICED)

Dear Ms. Wedin:

Enclosed please find the original paperwork associated with your \$25,000 loan dated October 7, 1998 to International Heritage, Inc. You will note that the terms of the loan require payment of principal and interest on or before April 8, 1999. This loan has been secured by a general financing statement filed with the North Carolina Secretary of State as well as the Wake County Register of Deeds.

The stock that was pledged as an additional consideration for making the loan will be sent to you under separate cover directly from the transfer agent, Interwest Transfer.

If you have any questions with respect to the terms of your loan or the repayment thereof, please do not hesitate to contact the undersigned.

With sincerest regards, I am

Kery truly yours,

Ceorgina Marie Mollick

Vice President Legal Altairs

Enclosures

cc: John D. Brothers, Executive Vice President (w/o enclosures)

Debbie Blevins, Accounting Manager

gm/generalcorrespondence/Wedin.Promissory.ltr

Exhibit 4 of 4